

COPY OF PAPERS
ORIGINALLY FILED

2621

#3
3-4-02
B. Hilliard



CERTIFICATE OF MAILING

hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner of Patents, Washington, D.C. 20231, on 4 Dec 2001

Sue Bromaghin

(date)

RECEIVED
FEB 05 2002
Technology Center 2600

Attorney Docket No. INXT 1010-1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

YOZO HIDA et al.

Application No. 09/901,414

Filed: 09 July 2001

For: **Tree Visualization System and Method
Based Upon A Compressed Half-Plane
Model of Hyperbolic Geometry**

Group Art Unit: 2621

Examiner:

RECEIVED

FEB 15 2002

Technology Center 2100

**POWER OF ATTORNEY BY ASSIGNEE TO EXCLUSION OF INVENTOR
UNDER 37 C.F.R. § 3.71 WITH REVOCATION OF PRIOR POWERS**

Commissioner of Patents
Washington, D.C. 20231

Sir:

The undersigned ASSIGNEE of the entire interest in the above-identified application for letters patent hereby appoints:

| | |
|-----------------------|-------------------|
| Mark A. Haynes | - Reg. No. 30,846 |
| Ernest J. Beffel, Jr. | - Reg. No. 43,489 |
| Warren S. Wolfeld | - Reg. No. 31,454 |
| James F. Hann | - Reg. No. 29,719 |
| Bill Kennedy | - Reg. No. 33,407 |

to prosecute this application and transact all business in the United States Patent and Trademark Office in connection therewith and hereby revokes all prior powers of attorney; said appointment to be to the exclusion of the inventors and the inventors' attorneys in accordance with the provisions of 37 C.F.R. § 3.71.

The following evidentiary documents establish a chain of title from the original owner to the Assignee:

X a copy of an Assignment attached hereto, which Assignment has been (or is herewith) forwarded to the Patent and Trademark Office for recording; or

___ the Assignment recorded on _____ at reel _____, frames _____.

Pursuant to 37 C.F.R. § 3.73(b) the undersigned Assignee hereby states that evidentiary documents have been reviewed and hereby certifies that, to the best of ASSIGNEE's knowledge and belief, title is in the identified ASSIGNEE.


Direct all telephone calls to Mark A. Haynes, Esq., at (650) 712-0340.

Address all correspondence to:

Customer Number 22470

Mark A. Haynes, Esq.
HAYNES BEFFEL & WOLFELD LLP
P.O. Box 366
Half Moon Bay, CA 94019
(650) 712-0340 (phone)
(650) 712-0263 (fax)

ASSIGNEE: INXIGHT SOFTWARE, INC.

Signature: 

Name: Ramana Rao

Title: CTO

Date: 11/30/01



JOINT TO CORPORATE
ASSIGNMENT

COPY

WHEREAS, the undersigned,

(1) Yozo Hida
2161 Whitman Way, #30
San Bruno, CA 94066

(2) John O. Lamping
1299 Eva Avenue
Los Altos, CA 94024

(3) Ramana B. Rao
50 Ina Court
San Francisco, CA 94112

RECEIVED
FEB 05 2002
Technology Center 2600

hereinafter termed "Inventors", have invented certain new and useful improvements in

**TREE VISUALIZATION SYSTEM AND METHOD BASED UPON A
COMPRESSED HALF-PLANE MODEL OF HYPERBOLIC GEOMETRY**

and have filed an application for a United States patent disclosing and identifying the above invention on 7/3/01 as Application No. 7/3/01, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

- (1) the 3rd day of July, 2001;
(2) the 3rd day of July, 2001;
(3) the 3rd day of July, 2001;

RECEIVED
FEB 15 2002
Technology Center 2100

(hereinafter termed "application"); and

WHEREAS, Inxight Software, Inc., a corporation of Delaware, having a place of business at 3260 Jay Street, Santa Clara, CA 95054 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

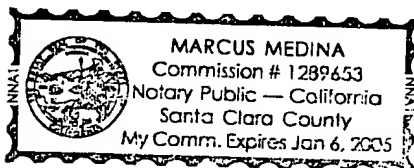
3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Yoza Hida
Yoza Hida

July 3rd, 2001
Date



State of California)
County of Santa Clara)

On July 3, 2001, before me, Marcus Medina,
personally appeared Yoza Hida,
~~— personally known to me or~~ X proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Marcus Medina
(Notary Public)

State of _____)
County of _____)

John O. Lamping

On _____, 2001, before me, _____,
personally appeared _____

_____ personally known to me or _____ proved to me on the basis
of satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

Date

WITNESS my hand and official seal.

(Notary Public)

State of California)
County of Santa Clara)

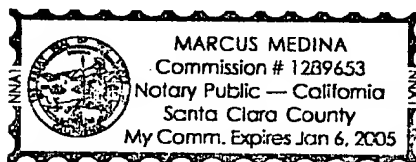
Ramana B. Rao
Ramana B. Rao

On July 3, 2001, before me, Marcus Medina,
personally appeared - Ramana B. Rao -

~~_____ personally known to me or _____~~ X proved to me on the basis
of satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

7/3/01
Date

WITNESS my hand and official seal.



Marcus Medina
(Notary Public)



JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned,

(1) Yozo Hida
2161 Whitman Way, #30
San Bruno, CA 94066

(2) John O. Lamping
1299 Eva Avenue
Los Altos, CA 94024

(3) Ramana B. Rao
50 Ina Court
San Francisco, CA 94112

hereinafter termed "Inventors", have invented certain new and useful improvements in

TREE VISUALIZATION SYSTEM AND METHOD BASED UPON A COMPRESSED HALF-PLANE MODEL OF HYPERBOLIC GEOMETRY

and have filed an application for a United States patent disclosing and identifying the above invention on _____ as Application No. _____, OR are filing such an application herewith, and have executed an oath or declaration of inventorship for such application on:

(1) the _____ day of _____, 2001;

(2) the 19th day of June, 2001;

(3) the _____ day of _____, 2001;

(hereinafter termed "application"); and

WHEREAS, Inight Software, Inc., a corporation of Delaware, having a place of business at 3260 Jay Street, Santa Clara, CA 95054 (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Yozo Hida

Date

State of _____)
County of _____)

On _____, 2001, before me, _____,
personally appeared _____,
_____ personally known to me or _____ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)

State of California)
County of Santa Clara)

John O. Lamping
John O. Lamping

6/19/2001
Date



On June 19, 2001, before me, Violet E. Sullivan,
personally appeared John O. Lamping,
_____ personally known to me or X proved to me on the basis
of satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Violet E. Sullivan
(Notary Public)

State of _____)
County of _____)

Ramana B. Rao

Date

On _____, 2001, before me, _____,
personally appeared _____,
_____ personally known to me or _____ proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed
to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by
his/her signature on the instrument the person or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

(Notary Public)